



# TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL  
PUBLIC MEETING NOTICE  
NOVEMBER 05, 2020, AT 7:00 PM  
COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## **AGENDA**

### **A. Call to Order – Mayor**

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

*Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.*

### **B. Call to the Public – Mayor**

*A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.*

### **C. Consent Agenda - Mayor**

*All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a*

*Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.*

- C.1** Consider approval of the minutes of the Regular Council meeting held on October 22, 2020.
- C.2** Consider approval of the Payment Approval Report.
- C.3** Consider approval of the disposal of 6 ft extendable ladder, miscellaneous NASCAR items, desk phone, miscellaneous tools, crystal lamp, clock, vintage camera, vintage radio, and a household serving tray through Public Surplus.

#### **D. Unfinished Business before the Council – Mayor**

*Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.*

#### **E. New Business Before Council - Mayor**

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**E.1 Discussion and or/Action [Town Attorney]:** The Council might vote to go into executive [closed] session, pursuant to A.R.S. 38-431.03(A) (3) & (4), for legal advice, consultation and to direct its attorneys concerning the water rights adjudication in Maricopa County Case No. W1-11-0245 ["In Re the General Adjudication of All Rights to Use Water in the Gila River System and Source"]. Following the executive session, the Council might take action to direct its attorneys.

**E.2 Discussion and/or Action [Suzanne Harvey]:** Resolution No. 2020-24 authorizing approval of an intergovernmental agreement with the State of Arizona to join the Arizona Cooperative Purchasing Program. Cooperative purchasing is authorized by the Town Code, Section 3.05.090, as an alternative to the Town's procurement process.

**E.3 Discussion and/or Action [Suzanne Harvey]:** Resolution No. 2020-25 authorizing approval of an intergovernmental agreement with the Mohave Educational Services Cooperative to join Mohave's public purchasing program.

**E.4 Discussion and/or Action [Suzanne Harvey]:** Director Harvey will give an update regarding the sewer pond closure project.

**E.5 Discussion and/or Action [Mayor Wallace]:** Council might take action to hire a new Town Manager and might also discuss and establish the salary and other terms of the position. The Council might go into executive [closed] session, pursuant to A.R.S. 38-431.03(A)(1), to discuss these matters, but any final action will take place in open session.

**E.6 Discussion and/or Action [Chief Thies]:** Chief Thies will seek approval for a street sign at Buckskin Dr. stating "Not a Through Street".

**E.7 Discussion and/or Action [Director Howe]:** Authorization to engage the firm of Logan-Simpson to perform the Phase I Environmental Assessment and Biological and Cultural Resources surveys and reports for Parcel 5 of the landfill.

**F. Department Director reports**

**G. Items to be placed on future agendas**

**H. Reports of Current Events by Council**

**I. Adjournment**

Posted at 5:00 PM on November 2, 2020, at the following locations:

<b>Town Hall Bulletin Board</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Town Hall Lobby Windows</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Town Website</b> <a href="https://huachucacityaz.gov">https://huachucacityaz.gov</a>
<b>Huachuca City U.S. Post Office</b> 690 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Huachuca City Library Windows</b> 506 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Huachuca City Police Department</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616

*Ms. Brandy Thorpe*

Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Councilmembers, with the exception of confidential material relating to possible executive sessions, is available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at [www.huachucacityaz.gov](http://www.huachucacityaz.gov)

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.



# TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL  
OCTOBER 22, 2020 AT 7:00 PM  
COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## **AGENDA**

### **A. Call to Order – Mayor**

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

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**The meeting was called to order at: 7:00pm**

**The Pledge of Allegiance was led by: Mayor Wallace**

**The invocation was offered by: Elder Thomas**

### **B. Call to the Public – Mayor**

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Clerk Thorpe advises there is one emailed comment in regards to item E.2.

### **C. Consent Agenda - Mayor**

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- C.1** Consider approval of the minutes of the Regular Council meeting held on October 08, 2020.
- C.2** Consider approval of the Payment Approval Report.
- C.3** Consider approval of the disposal of a shelving unit through Public Surplus.

**Motion:** Consent Agenda, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

**Motion:** Consent Agenda, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.  
Motion passed unanimously.

### **D. Unfinished Business before the Council – Mayor**

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### **E. New Business Before Council - Mayor**

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**E.1 Discussion and/or Action [Spencer Forsberg]:** Mr. Forsberg will review the Town's finances for the month of September.

**Motion: Item E.1, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Cynthia Butterworth.**

Mr. Forsberg advises we are 25% through this fiscal year. General Fund, we did have our payment to Whetstone Fire, and we also received grant money related to the signal project. With revenue of \$180 thousand, \$45 thousand of that is that grant. \$180,773.00 revenue. Expenditures of \$238 thousand. We are in the red \$57 thousand with that expenditure to Whetstone Fire. Year to date, the general fund is \$33 thousand in the black. We can average out that payment and we would be even more in the black at this point for income statement items. This does not take into account accounts receivable but I did bring some information tonight to talk about that as well. Water fund for the month of September we had \$38 thousand in revenue and expenditures of almost \$19 thousand. Year to date we have \$57 thousand in the black on the water fund. Going off of that, for the month of September we had \$38 thousand revenue and we collected \$45 thousand, so we are catching up on some accounts receivable. To give you an idea, we have been averaging about a \$3 thousand a month growth in accounts receivable, so we are billing it out, we just aren't getting paid as fast so our accounts receivables are growing by about \$3 thousand a month on a typical basis. We are at about \$69 thousand in accounts receivable on the water fund right now.

Sewer fund had revenue of \$21,700.00 and we posted \$21 thousand collected in the month of September. So it was kind of a wash for the month. That one has been growing at a rate of about \$1,300 a month. We have a balance of about \$38 thousand in accounts receivable.

Garbage fund, we had revenue of almost \$12 thousand this month. We did not get a check out to them yet, so expenses were very minimal. What has been happening lately is that one month we don't have a payment go out and the next there are two. This balances out. It depends on them billing us. Garbage fund has been pretty steady, growing at about \$700 per month. There is an accounts receivable balance there of about \$20 thousand.

Landfill had a particularly good month. We show revenue of almost \$156 thousand, which is one of the larger months we have seen for the past few years. We booked revenue of \$156 thousand and we collected \$111 thousand. Our accounts receivable on the landfill is growing at about \$15 thousand a month. Right now its pushing \$300 thousand on accounts receivable. I know there has been some work trying to get collecting on this, but that cash would certainly help the general fund. I know that last time we talked about how we are booking revenue but we aren't always getting the cash for it so hopefully this paints a better picture. We are doing ok but we could be doing better for accounts receivable and collecting from our customers and residents, so that the Town isn't off setting these amounts with savings accounts. There was also a large payment out of the general fund for the lease payment for the Police vehicles. The numbers look good on the income statement, but if we can start collecting on accounts receivable it would look better on our bank accounts.

Mayor Wallace: Thank You. You gave us one of the most vital pieces of information we need to have and that is understanding what moneys come in. We can look on paper and it looks good but we need the green paper. Knowing what we have actually received, what folks have paid us, that's what we need so thank you.

**E.2 Discussion and/or Action [Suzanne Harvey]:** Director Harvey will discuss the old animal shelter and request guidance from Council regarding their intent for the building and property.

**Motion:** Item E.2, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Wallace advises that one person emailed a request that a statement be read. Mr. Benavidez states this is fine. Mayor Wallace reads the following from Jere Fredenburgh:  
Cochise County has always needed the shelter more than the Town of Huachuca City.

Please consider opening a new dialogue with the County, specifically Supervisor Judd and incoming Supervisor Crosby. Both appear receptive.

More recent estimates for repair have been done, and should the Town choose to sell the building/land for a nominal amount, I think the animals of the County would benefit.

It appears that the County has no interest in managing a shelter, however, this might be a point of discussion with current leadership as well.

Thank you for your consideration,

Jere Fredenburgh

Previous Huachuca City Shelter volunteer

Current Sierra Vista shelter volunteer.

Mayor Wallace advises, that before we start, he went through a tour a couple other Councilmembers and he is not looking at this place as an animal shelter again. If the County was interested, we would not be in this place to begin with. You could see where the door jams were rusting out. You could see insulation falling from the ceiling with tunnels made by rats. There were fresh rat droppings everywhere. The walls are tearing apart. The place is beyond repair. It got shut down because of a water leak and the electricity. It is going to take much more than just fixing the water and electricity. If it comes to a vote for the building to be used as an animal shelter, I will vote no because walking through that place and seeing everything wrong with it, one the Town can not afford it and two, you need to completely gut it, redo the kennels where animals were kept, open air, light coming through. If we care about animals we are not going to put them in a building like that.

Director Harvey thanks Council, a lot came to see the shelter and that is important because there is a lot to be said for seeing it firsthand instead of just hearing things. As the Mayor stated, I didn't even put it as an option to open it as an animal shelter. I didn't even put it as an option to keep the building as it stands, because we can't afford to fix it. We are looking at leasing the building as is/ where is. If we were to do that we are going to have responsibilities of any landlord. Even if someone were to bring it up to code, we would be on the hook for repairs so that is still a liability. We could sell the building and the property where is/as is and the buyer would be responsible to bring it up to code. If we did that we would need to divide the parcel because right now the parcel it's on includes one of our wells. We could repurpose the building but that would be costly and staff don't see a need for it. We could surplus the building. If there is a buyer, part of the price would be that they have to dismantle and move the building. If it didn't sell, we could sell the metal and get some money for that. Our only responsibility if we could surplus the building would be to get rid of the cement pad, which we could do and it wouldn't

be a huge expense. I would ask of Council, as you provide your direction to us as to what you would like to see happen, to give us if it's sold or leased, would the Town consider a nominal amount for a non-profit or government agency or are you looking for the fair market value for the property.

Councilmember Trate: I was surprised. I have gotten cats there and I didn't realize it was as bad as it was. One of my suggestions was to just sell as much as we could.

Mayor Pro Tem Johnson: I think our best bet, because it's not paying off, is to tear it down and sell the property if we could.

Councilmember Banks: We don't have an estimate as to what it's worth, and it's not zoned commercial, it's zoned residential. If it were to become a business it would need a rezoning at the buyers expense. It needs to be split if we sell it and that has a fee. I don't know what that fee is. Sitting there as it is right now is a liability. I cried after I left. I wasn't a volunteer but the volunteers have a lot invested in it. Lots of good animals found homes because of it. It has that goodness about it. It has a strong odor that is never coming out of that cracked slab. Whatever you guys want to do to try to get some money out of it.

Councilmember Butterworth: My suggestion would be not to lease. If the County is interested, we should offer it to them if they want to buy it and if they want to bring it up to Town standards. If they are not interested, I say we sell it as is/where is and let the buyer dismantle it or do whatever they do to bring it up to code.

Mayor Wallace: I have a dog that I got from that shelter too, he is a puddle of dirt, but he's my dog still. County is not interested, or they would have already approached us, they would have already come to us. Its been closed for two years now. The fact that its been closed for two years, there is absolutely no interest. If County is interested in setting up a shelter, they are not going to do it here. They have other more centrally located and better equipped places to set up one if they want to. This is currently zoned residential and we can't have an animal shelter there, did the Town approve its own? Dr. Johnson replies that apparently someone did way back.

Mayor Wallace: Trying to sit around a wait for another year while County figures it out, I don't want to take that risk. It is a liability while it is sitting there. We still have a responsibility for maintaining it. Making sure no vagrants are moving in and the whole nine. I can't see waiting for County. They aren't interested. They would have already approached us directly and not through a third party. As far as surplus it, it is tied to steel beams by bolts. The whole thing could be torn down. If somebody is going to buy, tear down and haul off this thing and we can get some money for it.

Chief Thies: Just a quick thank you to the Rangers, they came out a couple Saturdays ago along with me and Gerald and helped get it cleaned up to how you saw it. It didn't look like that before.

Mayor Wallace: Based on talking to staff, what is the recommendation Suzanne?

Director Harvey: Our recommendation is to try to surplus the building. If we are unable to surplus it then we try to sell it. We have some ideas to approach different businesses in town to see if they might be interested in purchasing it. The moving company is parked on our land right now, so they might be interested in buying it and taking the building down and putting a bigger parking area for their trucks.

**Motion:** Authorize the attempted surplus of the building and if that fails, proceed with other options to find a different owner for the building, possibly the land and bring it back to Council



for further consideration if it is not surplus, **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.  
Motion passed unanimously.

**E.3 Discussion and/or Action [Suzanne Harvey]:** Director Harvey will seek authorization of a license agreement with Earth and Sky Photography, LLC, to film a documentary in the Community Garden, Library and Senior Center, and to share town photos and provide interviews for the project.

**Motion:** Item E.3, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Director Harvey: We are basically asking permission, and she is here, Sheila Foraker, and she is absolutely amazing, I have seen some of her work. She has just started her own business. She is willing to do this pro-bono. She thinks there is an interest and I do as well. If we participate in this she needs permission to film on our property and she may interview some employees. We are asking your permission to do this. The rights to what she creates she will have as part of her portfolio, she has no plans on selling it, but we will also have the rights to use the finished product as we see fit. Mr. Benavidez went over the licenses and helped put them together. I think it would be a great way to market our Town, it is one of the great things we have done in our Town and it would be awesome to have a professional put something together.

Mayor Wallace: Mr. Benavidez, no concerns?

Attorney Benavidez: No, Mr. Mayor.

Mayor Wallace: Sheila, would you like to say anything?

Sheila Foraker: I am very excited to be working with the Community Garden and the amazing things they are doing. It's almost like a slow reveal where you think you see the whole picture and suddenly there is this amazing panorama in front of you. Teach a man to fish and you discover it's much more than that.

Mayor Wallace: I like the idea.

**Motion:** The license agreement with Earth and Sky Photography to film a documentary in the Community Garden, Library and Senior Center and to share Town photos and provide interviews for the project, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.  
Motion passed unanimously.

**E.4 Discussion and/or Action [Suzanne Harvey]:** Director Harvey will present a construction services contract amendment for Council's approval which would extend the date for Mountain Power to complete the work on the Emergency Vehicle Preemption Signal project. The amendment will extend the completion date to December 31, 2020, due to delays in receiving necessary parts.

**Motion:** Item E.4, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Mayor Wallace: This is an easy one. Everything is there. There has been a lot of delays on construction items since the hurricanes hit. The price of lumber has gone up a lot. Fortunately we are not going to be impacted by the price because we are already covered. There is some supply issues with supplies coming from the coast.

**Motion:** An extension to the date for the Mountain Power to complete the work to December 31, 2020., **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.  
Motion passed unanimously.

**E.5 Discussion and/or Action [Mayor Wallace]:** Mayor Wallace will discuss changes Council would like to have made to the proposed Intergovernmental Agreement (IGA) with Whetstone Fire District for the fire protection and emergency medical services (EMS) the District provides for the Town.

**Motion:** Item E.5, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Mayor Wallace: I got all the comments and I got all the feedback together. Unfortunately, the version of the original contract that we looked at was the very first version that we looked at before. It wasn't equal to the version that was signed. We're not going to be able to approve it tonight. I took all the comments that you guys gave and I incorporated that into the signed version. I took the attachments that you provided from what you gave us last time. I want Council to be able to look at the actual agreement based on what we are operating under now, and the proposed changes from that because the original agreement had that we were going to hand over all our vehicles, but the amendment was that we authorize the use but we retain title.

Chief Bidon: Yeah, I printed the wrong one, when I printed the amendment I had them all in the folder, but when I talked to Suzanne the other day I was like, oh no. I remember we took that out so that the vehicles stayed on the Towns ballot for future lending purposes.

Mayor Wallace: I found the last version that Mr. Benavidez actually reviewed back in December 2017, and compared that version that was unsigned, to the signed version. So I have that version that is modifiable that we can work off of. That's where I incorporated everybody's stuff to. I'm going to get that back to Brandye, have her get that back out to Council. Give you a chance to look at it again. The reason why is so that you have an accurate representation of what we are looking at.

Councilmember Butterworth: It took a while to sloth through it the first time.

Mayor Wallace: So you should be prepared for it again. Take a look at it, I'll get it to Brandye. It should be in your boxes by Monday. Take a couple days, look at it and get her comments by Wednesday or Thursday and then I'll get it over to Mr. Benavidez for his legal review Friday. Once we are good on the legal side, I do want to have a sit down with you Chief. We need to have a work session because I don't want to have to keep going back and forth.

Chief Bidon: That would have been my suggestion to you. Once you get it where you want it then we have a work session with our Board and Council all together.

Mayor Wallace: Yes. We need to do a work session where we can hash it all out that way everybody is happy and we can move on from there. That's where we are with this. I think we should be able to get this done in November.

Chief Bidon: Can I just add one thing since you're on the Fire Department? I'd just like to introduce our new Chairperson to our Board, Donna Graybill. She's the Chairperson for Whetstone Fire.

Mayor Wallace: Once we are squared away, I'll get ahold of you to schedule a work session to hash through everything.

Councilmember Butterworth: I suggest we do it early November since we don't know what everyone has planned for Thanksgiving.

**E.6 Discussion and/or Action [Clerk Thorpe]:** The Town Clerk will ask for guidance from Council regarding how they would like to proceed with the hiring of a Town Manager as the deadline for applications is almost up.

**Motion:** Item E.6, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Wallace: Are you just looking for general guidance?

Clerk Thorpe: Yes. The deadline is Monday, and our next meeting is scheduled for November 5<sup>th</sup> and I didn't know if you wanted to try to schedule anything in that quickly as far as interviews, or how do you want to proceed.

Mayor Wallace: So the deadline is up at 5pm on Monday. Once the deadline is closed, on Tuesday, please get everyone on Council a copy of all the resumes and the applications. Find out from Mr. Benavidez what we need to black out on those resumes. Get that to Council and give us some time to look at it. At our first meeting in November we will schedule the interviews.

Mayor Pro Tem Johnson: I thought our first meeting was the 12<sup>th</sup>?

Clerk Thorpe: The 5<sup>th</sup> was already approved by Council so as not to interfere with Thanksgiving.

Councilmember Butterworth: The questions being asked, are we using the same ones that we used previously?

Mayor Wallace: Everybody should have provided the questions for the Town Manager position back to Brandye. Do you have all of those?

Clerk Thorpe: Yes.

Mayor Wallace: Brandye did send those to me, I took a look at them and I believe they have already been looked at by Mr. Benavidez?

Attorney Benavidez: Yes.

Councilmember Trate: Are we going to do them in person?

Mayor Pro Tem Johnson: We have to.

Mayor Wallace: We don't have to. We will have the ability for telephonic. If we have to have special meetings, I don't expect Mr. Benavidez to drive down all the time. We can hash out the specifics at the next meeting, unless you guys want to look at setting up the interviews now. Or do you want to wait until the next meeting to schedule interviews?

Mayor Pro Tem Johnson: I think we need to wait because what if we get more applicants by Monday. How many applications have you received?

Clerk Thorpe: 4

Councilmember Trate: There could be some that we all look at and just decide no, and some where we all say yes. Why bring somebody in who we don't really want to interview is my thought?

Councilmember Banks: So the question about that is background checks.

Mayor Wallace: That doesn't happen until after.

Councilmember Banks: Is that the way it's always been? Or were they looked at before?

Mayor Wallace: No, so the background checks usually happen if you say hey we want to hire you. That's when you do the background checks.

Councilmember Banks: So November 5<sup>th</sup> we have a council meeting?

Councilmember Butterworth: The 5<sup>th</sup> and the 19<sup>th</sup>.

Mayor Wallace: So, the third is election day, the fourth is Wednesday, the fifth is our meeting. With that said, does Council want to consider scheduling special meeting on Wednesday the fourth for interviews?

Mayor Pro Tem Johnson: I would think so, that way we can get it done and the Council meeting's not so long.

Mayor Wallace: Ok, so we can schedule a special meeting at 6pm on Wednesday the fourth. Do you want to consider doing a meeting at 6pm on Thursday before the Council meeting to do some more?

Councilmember Banks: That works.

Mayor Wallace: So, we will go ahead and do a special meeting at 6pm on Wednesday the fourth for the purpose of interviewing Town Manager candidates. We'll do another one on Thursday the fifth at 6pm for the intention of interviewing the remaining candidates. You might want to send out a reminder email about the two meetings in November and December.

**E.7 Discussion Only [Dr. Jim Johnson]:** Dr. Johnson will present a before and after look at Huachuca Blvd. depicting the recent improvements that have been made.

**Motion:** Item E.7, **Action:** Open for Discussion Only, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Dr. Johnson: I don't know how many of you were here several years ago and the question was asked of me "About how long?". I said it didn't get messed up overnight, it didn't get messed up over a decade, it got messed up over a long period of time. I said it's going to take time to get things cleaned up. I said it was probably going to take 5-6 years. Standing here tonight, we are sitting at just a little over 5 and a half years. This is just the business district. I'm going to let the slides speak for themselves.

He shares multiple slides of before and after photos of Huachuca Blvd.

Thanks are given to Mr. Shed for the painting at the old Dusk till Dawn building.

Dr. Johnson: Northgate Manufactured Home Park recently sold to a firm out of Colorado that specializes in buying distressed manufactured home parks. They have purchased 4, 3 in Sierra Vista and Northgate here in Huachuca City. They bought 8 others around the state. The company purchases new manufactured homes, brings them in and sets them up. They maintain and revitalize parks. Look for things coming there probably after the first of the year. The blue building has a tire business coming in. Military Bros. in lower Huachuca City has expansion plans.

Councilmember Butterworth: What about the old Alejandro's building?

Dr. Johnson: The building was purchased by a commercial real estate broker out of Phoenix. His plan is to get everything out of the inside, and to put a new roof, paint and pave the parking lot. He plans to turn it back into a viable building. Southwest Motors, Mr. Poletti, has the old Public Works building.

Mayor Pro Tem Johnson: I just want to say thank you. Thank you for all your hard work and getting this done. I appreciate you.

Dr. Johnson: It was a team effort. I would particularly like to thank Chief Thies and Chief Bidon. Mr. Halterman and his team. It is truly a team effort.

Councilmember Post: What are they going to do with the Public Works building?

Dr. Johnson: They are going to tear it down and haul it to the landfill. They are going to build a state of the art, engineered metal building to put in a heavy duty diesel and R.V. repair shop in there because there is already a grease pit in that building that they want to save. They would like to eventually put a masonry wall all around their property.

Councilmember Post: I know those people that just put in the automotive shop wanted to buy that property. Has he looked at any of those mobile home parks down in lower?

Dr. Johnson: The one who bought Northgate, yes he was only interested in Northgate. There is actually only one left in lower. I was just glad he took Northgate.

Councilmember Banks: So is that going to be new manufactured homes too?

Dr. Johnson: Yes, that is their plan.

Councilmember Banks: How many sites are there?

Dr. Johnson: I can't remember off the top of my head how many there are.

Councilmember Banks: Do they have to bring it up to the current manufactured home park code?

Dr. Johnson: Yes. The owner is planning for that and was already one step ahead when we discussed it. Also, over by the big blue building and the rock and sand place, the building in between, that is currently under remodel in the interior. That's getting remodeled on the inside so those spaces can be leased out to businesses. I thank you for being patient.

Council thanks Dr. Johnson for all his hard work.

**E.8 Discussion and/or Action [Mayor Pro Tem Johnson]:** Mayor Pro Tem Johnson will discuss the need for a street sign on Ridgeview Place, advising "Not a Through Street".

**Motion:** Item E.8, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Pro Tem Johnson: This is a cul-de-sac, so you can't go through. The people at the end, there's a lot of traffic at night, I don't know if they don't know it doesn't go through to lower or what, and the lights shine in the windows. The residents of those five houses are asking if it would be possible to put a sign up of no outlet or no through street to try to slow down on that traffic. So people don't go down there. Do I have to have approval, or can I just talk to Mr. Halterman or Chief Thies?

Mayor Wallace: Based on code, it's the Police Department that directs signage changes. We do have to approve it anyway.

Mayor Pro Tem Johnson: I think there is only one other street in Town that has a sign that has not a through street. I think it's Apache in lower.

Chief Thies: And Buckskin

Mayor Wallace: It just makes sense, if it's not a through street, we tell people it's not. We can only do one, because that's all that's on this notice. There's another street that we previously directed staff to handle, so that should only leave one. I know where you are talking about. Is the other one a through street?

Mayor Pro Tem Johnson: Well they make it a through street back onto Skyline.

Dr. Johnson: That is actually not city property.

Mayor Pro Tem Johnson: Oh, it's not city property?

Dr. Johnson: No, just the alleyway that goes through there that Mr. Halterman has to use for service, but the dirt road is not.

**Motion:** Authorize the installation of a not a through street or no outlet sign on the Ridgeview cul-de-sac, **Action:** Adjourn, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.  
Motion passed unanimously.

**E.9 Discussion and/or Action [Suzanne Harvey]:** Bus Fare Changes - Director Harvey will present Resolution No. 2020-22 adopting a revised bus fare schedule for the Town.

**Motion:** Item E.9, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Director Harvey explains that these have already been reviewed by Council and posted for the required time. The process was never completed so it is back before Council to be finished.

**Motion:** Resolution 2020-22, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.  
Motion passed unanimously.

**E.10 Discussion and/or Action [Suzanne Harvey]:** Bus Advertising Fee Schedule - Director Harvey will present Resolution No. 2020-23 adopting a bus advertising fee schedule for the Town.

**Motion:** Item E.10, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Director Harvey explains that these have already been reviewed by Council and posted for the required time. The process was never completed so it is back before Council to be finished.

Councilmember Trate: Can we rent the buses out? Like for graduation?

Director Harvey: We can't talk about that now, but that's something for a future agenda.

**Motion:** Resolution 2020-23, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.  
Motion passed unanimously.

## **F. Department Director reports**

Dr. Johnson: During that 5 year period, there was a considerable amount of court time. Earlier I left out Mr. Benavidez, Mr. Alatorre, and Chief Thies was always there when citations needed issued. You can be very proud of your employees.

Chief Bidon: The two new trucks are in. The light system is two part. The one in Whetstone is up and is hit and miss because it can't have red lights, they are yellow because of the median. In Huachuca City you can have the red lights. We are at about 1,015 calls for service this year. We have been doing a lot more transports out of Huachuca City recently. We have the new Chairman and a new Board member. We did hire 2 more full time firefighters. We still have 4 part time positions available.

Director Halterman: We are moving forward under the JOC contract for the sewer ponds with AJ Anderson company for construction. Gordeon handled the paperwork and permits. We submitted 2 job orders for things one under construction. They brought a third party in that's going to write the permits, one for construction and one for the closure.

The D# dump truck sold for \$44,500.00. With the agreement, he's getting two of my trucks and we already purchased one. We're going to pick it up tomorrow, and look at another truck.

Councilmember Post: Thank you for cutting the alleyways

Director Halterman: Yeah we shouldn't have. I got after him for that. He won't do it again.

Director Howe: We have submitted our application to ADEQ for the review for the expansion. We got another 170 tons of free cover material. I have vetted the 3 responding friends for the bugs and bunnies study.

Director Wenc: The auditors will be here next week

Chief Thies: A lot of activity. Just really busy. We're making friends.

Mayor Wallace: Expand on that please. I know this is a director report but I have to butt in. Recently our Police Department has made contact with 4 individuals who were alleged to have been in possession of certain narcotics. Our Police Department has been doing an excellent job of watching the people and getting the people out that we do not want here. The drug users, the drug pushers, the drug dealers. They are doing an amazing job. Don't be so modest. Let people know what you are doing. If we let people know what you are doing, the people that we don't want here will know what you are doing and they won't want to be here. Thank you for what you and your staff are doing to find these people and get that stuff off the street.

Director Harvey: On that subject, it was Arizona Towns and Cities week and I put something on our Facebook page and there are some great comments. I'm not going to say what it was, but take a look at our Facebook page. I would like to thank all of you who wore purple to help increase awareness of Domestic Violence. I got a chance to tour SEACOM this week and it's pretty amazing. It's state of the art. If any of you would like a tour I can set that up. By participating in that, we are able to get services that we could never pay for by ourselves. One of the things that they just got is ProQA Software, which is software the dispatchers can use to help those to begin CPR/First Aid. It tells them what to ask and what to tell them to do. It also sends the information to responders. They can get CPR initiated sooner than ever before and that's going to save lives. We are still working on the buses, we got some more applications. We met with the transit folks in Sierra Vista today. There may be an article in the paper about the Healthy Huachuca and house numbering. They may be able to begin the project in November. Creepy Candy Cruise will be on October 31<sup>st</sup>.

Clerk Thorpe: Pushing through with elections, the equipment will be delivered soon. Some concerns have been brought to Council and we have responded to that and are making sure that we are following all of the policies and procedures. We will be on top of it. Verizon billing

issues have been dealt with. Looking into free upgrades so everyone can have the same phone. Looking into new pest control services, we have had some issues with the current provider.

#### **G. Items to be placed on future agendas**

##### **Chief Thies-street signs**

#### **H. Reports of Current Events by Council**

Councilmember Post: I spoke with Mark, the owner of Sun and Spokes. He is willing to donate bikes for children for Christmas gifts. He also commented that the Town has really cleaned up.

Councilmember Banks: SVMPO is working on a long range transit plan. They have consultants. They will be looking for public input.

Councilmember Butterworth: I sat in for the SVMPO meeting. We had a lot of cars for the food distribution.

Mayor Wallace: We listed the dumptruck for \$19 thousand because that is what we bought it for, and we got \$44,500.00. Talking to the Chief, the Police Department has been doing amazing things to address issues in this Town. Things are going nicely.

#### **I. Adjournment**

**8:22 pm**

**Action: Adjourn, Moved by Johann Wallace, Seconded by Donna Johnson.**

**Motion passed unanimously.**

Approved by Mayor Johann R. Wallace on November 5, 2020.

---

Mr. Johann R. Wallace  
Mayor

Attest: \_\_\_\_\_  
Ms. Brandye Thorpe,  
Town Clerk

Seal:

#### **Certification**



I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on September 10, 2020. I further certify that the meeting was duly called and a quorum was present.

---

Ms. Brandye Thorpe,  
Town Clerk

## Report Criteria:

Detail report.  
Invoices with totals above \$0.00 included.  
Only unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Ace Hardware</b>								
1020	Ace Hardware	175195/1	Well Heater Unit - Hard Freeze Se	10/26/2020	60.49	.00	11/03/2020	
1020	Ace Hardware	175242/1	1/2 PVC Stick - Repair Ice Machin	10/28/2020	62.51	.00	11/03/2020	
1020	Ace Hardware	175264/1	Chip Spare Key PW1, Repair Ice	10/29/2020	101.51	.00	11/03/2020	
1020	Ace Hardware	175122/1	Pull cords for compressor and wat	10/21/2020	34.53	.00	11/03/2020	
Total Ace Hardware:					259.04	.00		
<b>Ant &amp; J's Industries</b>								
2001	Ant & J's Industries	273401	Janitorial - Admin	10/21/2020	340.00	.00	11/03/2020	
2001	Ant & J's Industries	273401	Janitorial - Police Dept	10/21/2020	180.00	.00	11/03/2020	
2001	Ant & J's Industries	273401	Janitorial - Library	10/21/2020	200.00	.00	11/03/2020	
2001	Ant & J's Industries	273401	Janitorial - Senior Center	10/21/2020	180.00	.00	11/03/2020	
Total Ant & J's Industries:					900.00	.00		
<b>Arrowhead Forensics</b>								
10318	Arrowhead Forensics	131363	Forensic Blood Alcohol Test Kit, C	10/22/2020	162.54	.00	11/03/2020	
Total Arrowhead Forensics:					162.54	.00		
<b>Barnett's Towing L.L.C.</b>								
1495	Barnett's Towing L.L.C.	446917	Impound Towing	10/20/2020	75.00	.00	11/03/2020	
Total Barnett's Towing L.L.C.:					75.00	.00		
<b>Business Solutions Group</b>								
1663	Business Solutions Group	15405	tax forms	10/27/2020	156.82	.00	11/03/2020	
Total Business Solutions Group:					156.82	.00		
<b>CenturyLink</b>								
10348	CenturyLink	160837625 07/	ERATE Debt July 20, August 20,	10/12/2020	2,400.00	.00	11/03/2020	
10348	CenturyLink	160837625 091	ERATE IP and Data Services	10/12/2020	1,490.37	.00	11/03/2020	
Total CenturyLink:					3,890.37	.00		
<b>Chemical Feeding Technologies, INC.</b>								
1583	Chemical Feeding Technologies, I	35504	Chlorine Injectors for Three Well S	10/19/2020	452.86	.00	11/03/2020	
Total Chemical Feeding Technologies, INC.:					452.86	.00		
<b>Chosin Firearms LLC</b>								
10413	Chosin Firearms LLC	6290	30 Rnd PMAGS with Window	05/27/2020	216.00	.00	11/03/2020	
Total Chosin Firearms LLC:					216.00	.00		
<b>Cintas Corporation No. 445</b>								
10067	Cintas Corporation No. 445	4065445404	Uniform and Rentals/Public Works	10/26/2020	76.19	.00	11/03/2020	
10067	Cintas Corporation No. 445	4066107743	Uniform and Rentals/Public Works	11/02/2020	76.06	.00	11/03/2020	
10067	Cintas Corporation No. 445	4065445404	Uniform and Rentals/Water	10/26/2020	20.68	.00	11/03/2020	
10067	Cintas Corporation No. 445	4066107743	Uniform and Rentals/Water	11/02/2020	15.46	.00	11/03/2020	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
10067	Cintas Corporation No. 445	4065445404	Uniform and Rentals/Sewer	10/26/2020	20.68	.00	11/03/2020	
10067	Cintas Corporation No. 445	4066107743	Uniform and Rentals/Sewer	11/02/2020	15.46	.00	11/03/2020	
10067	Cintas Corporation No. 445	4065445404	Uniform and Rentals/Landfill	10/26/2020	77.28	.00	11/03/2020	
10067	Cintas Corporation No. 445	4066107743	Uniform and Rentals/Landfill	11/02/2020	76.79	.00	11/03/2020	
Total Cintas Corporation No. 445:					378.60	.00		
<b>Copygraphix</b>								
1872	Copygraphix	28047516	Return Copy Machine Usage/Libr	10/23/2020	177.71	.00	11/03/2020	
Total Copygraphix:					177.71	.00		
<b>Cross, David</b>								
10453	Cross, David	102620 OVER	Utility Refund - Overpayment	10/26/2020	1.11	.00	11/03/2020	
Total Cross, David:					1.11	.00		
<b>Dana Kepner Company, Inc</b>								
4375	Dana Kepner Company, Inc	8173796-01, P	Supplies - Public Works	10/28/2020	104.36	.00	11/03/2020	
Total Dana Kepner Company, Inc:					104.36	.00		
<b>DEMCO</b>								
1981	DEMCO	6856206	Library Supplies (video cases, bo	10/12/2020	133.82	.00	11/03/2020	
Total DEMCO:					133.82	.00		
<b>Diamondback Police Supply Co.</b>								
2000	Diamondback Police Supply Co.	18061	Ballistic Vests, Standard Carriers	10/20/2020	2,435.91	.00	11/03/2020	
Total Diamondback Police Supply Co.:					2,435.91	.00		
<b>Elite Sales and Service, LLC</b>								
2130	Elite Sales and Service, LLC	22637	Batteries for 112F Motor Grader	10/20/2020	393.72	.00	11/03/2020	
2130	Elite Sales and Service, LLC	22637	112F Lift Arm Replacement, LF F	10/20/2020	975.00	.00	11/03/2020	
Total Elite Sales and Service, LLC:					1,368.72	.00		
<b>Kimbell Midwest</b>								
10431	Kimbell Midwest	8318916	Hardware Restock, Revised order	10/19/2020	377.20	.00	11/03/2020	
Total Kimbell Midwest:					377.20	.00		
<b>McCoy's Septic Pumping Service</b>								
10230	McCoy's Septic Pumping Service	4761	Pump Station Dump	10/22/2020	190.00	.00	11/03/2020	
Total McCoy's Septic Pumping Service:					190.00	.00		
<b>Merle's Automotive Supply</b>								
2882	Merle's Automotive Supply	16-359917	Mirrors side	10/26/2020	13.36	.00	11/03/2020	
Total Merle's Automotive Supply:					13.36	.00		
<b>Pitney Bowes Inc</b>								
3187	Pitney Bowes Inc	8000-9000-108	Postage	10/18/2020	1,500.00	.00	11/03/2020	
3187	Pitney Bowes Inc	8000-9000-108	Supplies	10/18/2020	26.15	.00	11/03/2020	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Pitney Bowes Inc:					1,526.15	.00		
<b>Principal Life Insurance Co</b>								
4121	Principal Life Insurance Co	1060791-1000	employee benefit dental	10/18/2020	848.66	.00	11/03/2020	
Total Principal Life Insurance Co:					848.66	.00		
<b>Reliable Safety, LLC</b>								
10317	Reliable Safety, LLC	1325	Fire Extinguishers Annual Service,	11/02/2020	287.00	.00	11/03/2020	
Total Reliable Safety, LLC:					287.00	.00		
<b>Senergy Petroleum LLC</b>								
10215	Senergy Petroleum LLC	682180	Public Works Diesel #2	10/20/2020	26.01	.00	11/03/2020	
10215	Senergy Petroleum LLC	682180	Diesel #2 Water	10/20/2020	203.77	.00	11/03/2020	
10215	Senergy Petroleum LLC	682180	Diesel #2 Sewar	10/20/2020	203.77	.00	11/03/2020	
10215	Senergy Petroleum LLC	682180	Landfill Red Dyed Diesel #2	10/20/2020	1,186.96	.00	11/03/2020	
10215	Senergy Petroleum LLC	684636	Senergy K-1 Kerosene Clear	10/29/2020	440.27	.00	11/03/2020	
Total Senergy Petroleum LLC:					2,060.78	.00		
<b>Southwest Gas Corporation</b>								
3879	Southwest Gas Corporation	9/28/20-10/27/	Utility Service-Gas Admin	10/30/2020	54.45	.00	11/03/2020	
3879	Southwest Gas Corporation	9/28/20-10/27/	Utility Service-Gas, Fire Station	10/30/2020	122.08	.00	11/03/2020	
3879	Southwest Gas Corporation	9/28/20-10/27/	Utility Service-Gas, Community C	10/30/2020	30.30	.00	11/03/2020	
3879	Southwest Gas Corporation	9/28/20-10/27/	Utility Service-Gas, Library	10/30/2020	30.30	.00	11/03/2020	
3879	Southwest Gas Corporation	9/28/20-10/27/	Utility Service-Gas, Senior Center	10/30/2020	40.04	.00	11/03/2020	
Total Southwest Gas Corporation:					277.17	.00		
<b>Sun Life Financial</b>								
4326	Sun Life Financial	900791/101420	employee dental	10/14/2020	20.27	.00	11/03/2020	
Total Sun Life Financial:					20.27	.00		
<b>Suzanne Harvey</b>								
10076	Suzanne Harvey	102820 2840	Halloween Decorations for Comm	10/28/2020	132.85	.00	11/03/2020	
Total Suzanne Harvey:					132.85	.00		
<b>Vision Service Plan</b>								
4385	Vision Service Plan	810664672	Vision Ins./30 049730 0001	10/18/2020	191.30	.00	11/03/2020	
Total Vision Service Plan:					191.30	.00		
<b>Wells Fargo Remittance Center</b>								
4377	Wells Fargo Remittance Center	TRP/10014046	Glock Armorer's Course	08/17/2020	250.00	.00	11/03/2020	
4377	Wells Fargo Remittance Center	113-6855626-1	Christmas Lighting, Olafus 2 Pack	10/14/2020	151.18	.00	11/03/2020	
4377	Wells Fargo Remittance Center	10113-0416527	Emergency Lights, Light Bar Led	10/26/2020	161.93	.00	11/03/2020	
4377	Wells Fargo Remittance Center	113-5618585-3	Christmas Lighting, Olafus 2 Pack	10/14/2020	151.18	.00	11/03/2020	
4377	Wells Fargo Remittance Center	102720 LOWE	Bosch 1" drill bit, Lowes, LF FY21	10/27/2020	72.35	.00	11/03/2020	
Total Wells Fargo Remittance Center:					786.64	.00		
<b>WEX BANK</b>								
10401	WEX BANK	68072547	Police - Fuel	10/15/2020	804.79	.00	11/03/2020	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
10401	WEX BANK	68072547	Public Works - Fuel	10/15/2020	18.49	.00	11/03/2020	
10401	WEX BANK	68072547	Fuel - Library	10/15/2020	26.43	.00	11/03/2020	
10401	WEX BANK	68072547	Water - fuel	10/15/2020	144.83	.00	11/03/2020	
10401	WEX BANK	68072547	Sewar - Fuel	10/15/2020	144.83	.00	11/03/2020	
Total WEX BANK:					1,139.37	.00		
<b>White, Kimberly</b>								
10452	White, Kimberly	100220 UTILIT	Return Deposit - Water	10/22/2020	.64	.00	11/03/2020	
10452	White, Kimberly	100220 UTILIT	Return Deposit - Sewer	10/22/2020	15.00	.00	11/03/2020	
Total White, Kimberly:					15.64	.00		
Grand Totals:					18,579.25	.00		

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## **RESOLUTION NO. 2020-24**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA PROCUREMENT OFFICE TO PARTICIPATE IN THE STATE PURCHASING COOPERATIVE.

WHEREAS, the State Procurement Office has a purchasing cooperative program that is available to Arizona cities, towns and other public procurement entities, pursuant to A.R.S. 41-2631, *et seq.*; and

WHEREAS, the Town wishes to join the cooperative program to take advantage of the procurement opportunities and efficiencies afforded thereby; and

WHEREAS, the Mayor and Council have determined that approval of the Agreement, attached hereto as Exhibit "A," is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

- Section 1.** The Town is hereby authorized to enter into the Purchasing Cooperative Agreement between the Town of Huachuca City and the State of Arizona, through its Department of Administration and its Procurement Office, attached hereto as Exhibit AA.@
- Section 2.** The Manager of the Town of Huachuca City is hereby authorized and directed to execute said Agreement on behalf of the Town.
- Section 3.** The Town's officers and staff are hereby authorized to take all steps necessary and proper to implement the Agreement and give it effect.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 5th DAY OF NOVEMBER, 2020.**

ATTEST:

\_\_\_\_\_  
Johann Wallace, Mayor

Approved as to Form:

\_\_\_\_\_  
Brandye Thorpe, Town Clerk

\_\_\_\_\_  
Thomas Benavidez, Town Attorney

*[Purchasing Cooperative Agreement must be attached.]*

**Doug Ducey**  
Governor

**Andy Tobin**  
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION**

**OFFICE OF THE DIRECTOR**

100 NORTH FIFTEENTH AVENUE • SUITE 402  
PHOENIX, ARIZONA 85007  
(602) 542-1500

**ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT**

**State of Arizona Procurement Office**

and

---

(Organization Name – Eligible Procurement Unit)

This Cooperative State Purchasing Agreement ("Agreement") is entered between the parties in accordance with Arizona Revised Statutes §41-2631, *et seq.*, Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit organizations; and the Arizona Administrative Code R2-7-1001, which permits the governing body of any Eligible Procurement Unit to enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member, to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the State and the State Cooperative Member agree as follows:

1. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.
2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.
3. The State will identify the State Cooperative Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in certain exclusive solicitations. Only State Cooperative Members indicating an interest in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.
4. The State Cooperative Member's use of eligible State contracts is discretionary. Participation in the State Purchasing Cooperative shall not restrict or limit



## ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

member's ability to seek competition as needed. However, the State Cooperative Member shall not use a State contract as a means of coercion to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The State Cooperative Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.

5. The State shall provide the State Cooperative Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. The State's eProcurement System shall provide all contract information available and be used for contract purchases.
6. The State Cooperative Member shall:
  - a.) Ensure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.
  - b.) Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.
  - c.) Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the State Cooperative Member of this Agreement and, with the exception of other Arizona State entities subject to A.R.S. §41-621, the State Cooperative Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement or its subject matter.
  - d.) Cooperate and assist the State when requested to validate transactions reported by vendors on quarterly usage reports filed with the State Procurement Office.
7. The exercise of any rights or remedies by the State Cooperative Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it choose to do so.
8. The State Cooperative Member shall endeavor to utilize State contracts to the fullest extent possible. That is, the State Cooperative Member is to make an effort to purchase all items covered under exclusive contracts and shall not fracture

## **ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT**

purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices. Exclusive contracts are those that offer the State Cooperative member the option to participate exclusively, rather than permissively, and shall be identified as such within the contract documents.

9. Failure of the State Cooperative Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.
10. This Agreement shall take effect with execution by both Parties on the date signed by the State Procurement authorized signor, and shall remain in effect until cancelled by either party. The State reserves the right to amend the agreement during the term of the Agreement.
11. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
12. This Agreement is exempt from the provisions of A.R.S. §§ 11-952(D) and 12-1518.
13. The State Cooperative Member certifies that its organization shall comply with the State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. Title 41 Chapter 9, Article 4 and Executive Order No. 2009-09 dated October 20, 2009.
14. The State Cooperative Member hereby acknowledges that each State contractor shall be remitting an administrative fee to the State, based upon the member's purchasing volume under the state contracts.
15. The State Cooperative Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the State Cooperative Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.
16. The State may terminate this Agreement without notice if the State Cooperative Member fails to comply with the terms of a State contract or this Agreement.
17. Except as provided in Paragraph 15, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.

## ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

**FOR THE STATE COOPERATIVE MEMBER:**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Signature:**

**Name:** \_\_\_\_\_

Authorized SPO Representative

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

### State Cooperative Member Contact Information

<b>Name of Organization:</b>			
<b>Name of Contact Person:</b>	<b>Qualification:</b> <i>(Click the appropriate Box in either the Political Subdivision or Non-Profit categories)</i>  <div style="display: flex; justify-content: space-between;"> <span><b>Political Subdivision:</b> <input type="radio"/></span> <span><b>Non-Profit Organization:</b> <input type="radio"/></span> </div>		
<b>Title of Contact Person:</b>	<input type="checkbox"/> Federal Agency/Gov't  <input type="checkbox"/> State  <input type="checkbox"/> County  <input type="checkbox"/> City/Town  <input type="checkbox"/> Public School	<input type="checkbox"/> Other Educational Institution <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Fire District  <input type="checkbox"/> Water District  <input type="checkbox"/> Other: _____	<input type="checkbox"/> Healthcare Institution  <input type="checkbox"/> Religious Organization  <input type="checkbox"/> Charity  <input type="checkbox"/> Other: _____
<b>Telephone of Contact Person:</b>			
<b>Telephone of Office:</b>			
<b>E-mail address of Primary Contact Person:</b>			
<b>E-mail Address of Secondary Contact:</b>			
<i>(If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)</i>			
<b>Physical Address:</b>			
<b>Mailing Address</b> <i>(if different from the physical address):</i>			
<b>Federal ID Tax Number:</b>			

Please send completed agreements and changes in contact information to [usage@azdoa.gov](mailto:usage@azdoa.gov).

**\*Non-profit entities must attach proof of non-profit status with the agreement**  
 Please notify the State Procurement Office of any changes to this information.



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## **RESOLUTION NO. 2020-25**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MOHAVE EDUCATIONAL SERVICES COOPERATIVE TO JOIN ITS PUBLIC PURCHASING COOPERATIVE.

WHEREAS, the Mohave Educational Services Cooperative [“Mohave”] has a public purchasing cooperative program that is available to Arizona cities, towns and other public procurement entities, pursuant to A.R.S. 41-2631, *et seq.*; and

WHEREAS, the Town wishes to join the cooperative program to take advantage of the procurement opportunities and efficiencies afforded thereby; and

WHEREAS, cooperative purchasing is authorized by the Town Code, Section 3.05.090, as an alternative to the Town’s procurement process; and

WHEREAS, the Mayor and Council have determined that approval of the Agreement, attached hereto as Exhibit “A,” is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

- Section 1.** The Town is hereby authorized to enter into the Cooperative Purchase Agreement between the Town of Huachuca City and Mohave, attached hereto as Exhibit AA.@
- Section 2.** The Manager of the Town of Huachuca City is hereby authorized and directed to execute said Agreement on behalf of the Town and serve as the Town’s representative.
- Section 3.** The Town’s officers and staff are hereby authorized to take all steps necessary and proper to implement the Agreement and give it effect.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 5th DAY OF NOVEMBER, 2020.**

ATTEST:

\_\_\_\_\_  
Johann Wallace, Mayor

Approved as to Form:

\_\_\_\_\_  
Brandye Thorpe, Town Clerk

\_\_\_\_\_  
Thomas Benavidez, Town Attorney

*[Mohave Cooperative Purchase Agreement must be attached.]*



MOHAVE EDUCATIONAL SERVICES COOPERATIVE, INC.  
COOPERATIVE PURCHASE AGREEMENT

625 East Beale Street • Kingman, AZ 86401-5920  
(928) 753-6945 Phone • (928) 718-3232 Fax  
www.mesc.org

Rev Logo. 2/13/2019, DS

This Agreement entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Mohave Educational Services Cooperative, Inc., an Arizona nonprofit corporation and public procurement unit established pursuant to provisions of A.R.S. § 11-952, A.R.S. § 11-952.01, and A.R.S. § 41-2632, hereinafter called "MESC," and \_\_\_\_\_, a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of § 115 of the Internal Revenue Code, hereinafter called the "Member," to permit the Member to purchase materials, services and construction from vendors at the prices and terms contained in contracts between MESC and those vendors. The governing body of any Member may enter into an Agreement with MESC for the purpose of utilization of term contracts by such Member (Arizona State Procurement Code, A.R.S. § 41-2631 *et seq*; A.R.S. § 15-213; Arizona State Board of Education School District Procurement Rules, R7-2-1001 *et seq*).

In consideration of the mutual promises contained in this Agreement, and the mutual benefits to result there from, the parties agree as follows:

1. MESC shall:

- a. Provide the Member with information on contracts, products and services via MESC's website and/or other means as MESC determines appropriate.
- b. Use specifications, terms and conditions for products, materials, services, and construction determined appropriate by MESC.
- c. Conduct the procurement in compliance with the Arizona State Procurement Code and the Arizona State Board of Education School District Procurement Rules (A.R.S. Title 41, Chapter 23 and A.A.C. R7-2-1001 *et seq*). MESC will seek contracts for a variety of materials, services, equipment, and/or construction to enable Members to be/remain in compliance with local, State, or Federal laws or rules, and that promote the overall efficiency, effectiveness and economy of public procurement.
- d. Indicate that all Members will be eligible participants in any solicitation intended for general use by MESC's Members. In addition, MESC may invite Members to participate in specific solicitations. Members indicating an interest in participating in such specific solicitations will be eligible to participate in the resulting contracts.
- e. Hold the Member harmless from any liability which may arise from MESC's action or inaction relating to this Agreement.

2. The Member shall:

- a. Insure that purchase orders issued against MESC contracts are processed in accordance with the processes and procedures established by MESC, and the terms and prices established in said contracts.
- b. Pay for materials, services or construction in accordance with the terms of the applicable MESC contract. Payment for, and inspection and acceptance of materials, services or construction ordered by the Member shall be the exclusive obligation of the ordering Member.
- c. Not use an MESC contract as a method for obtaining additional concessions or reduced prices for similar material or services.
- d. Be responsible for ordering of materials, services or construction under this Agreement. MESC shall not be liable in any fashion for any violation by the Member of this Agreement, and the Member shall hold MESC harmless from any liability, which may arise from action or inaction of the member relating to the Agreement or its subject matter.

## **MESC Cooperative Purchase Agreement**

- e. Pay to MESC an administration fee based upon the cost of ordered materials, services and/or construction (excluding shipping, taxes, bonds, and other ancillary costs specified by MESC), as provided in A.R.S. § 41-2632(5). The amount of the administration fee shall be determined by the MESC Board of Trustees, and shall be remitted to MESC as specified by MESC.
3. The exercise of any rights or remedies by the Member shall be the exclusive obligation of the Member. However, MESC as the contract administrator, and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
  4. MESC assists Members with purchase verification. However, it is the Member's responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.
  5. MESC may terminate this Agreement without notice if the Member fails to comply with the terms of this Agreement and/or the terms of a MESC contract.
  6. The Member may terminate the Agreement without notice if MESC fails to comply with the terms of this Agreement.
  7. Either party may terminate this Agreement with at least ninety (90) days written notice to the other party.
  8. Termination of this Agreement shall not relieve the Member from Member's exclusive obligation to comply with the terms of any Member purchase order issued prior to termination and payment for materials, services and/or construction so ordered and received.
  9. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated. This Agreement supersedes any and all previous Cooperative Purchase Agreements between MESC and the Member.
  10. Failure of a Member to secure performance from a vendor in accordance with the terms and conditions of its purchase order does not mean MESC will be required to exercise its own rights or remedies.
  11. This agreement may be canceled pursuant to the provisions of A.R.S. § 38-511; and is exempt from the provisions of A.R.S. § 11-952, subsections D, E, and F under the provisions of A.R.S. § 41-2632 and Arizona State Board of Education Rule R7-2-1191.
  12. The Member and MESC agree to be in compliance with all State and Federal employment hiring and employee practices. Both parties agree to use arbitration to the extent required in A.R.S. § 12-1518.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed.

**FOR THE MEMBER**

**FOR MESC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



## MESC Cooperative Purchase Agreement

### Welcome to Mohave

We need some information for your member record. We look forward to serving your purchasing needs.

**Name of Organization** \_\_\_\_\_

#### Correspondence Address

\_\_\_\_\_  
Street City State & Zip

#### Billing Address

\_\_\_\_\_  
Street City State & Zip

**County** \_\_\_\_\_

#### Type of Organization

Public School \_\_\_\_\_ College/University \_\_\_\_\_

City Government \_\_\_\_\_ County Government \_\_\_\_\_

Federal Government \_\_\_\_\_ Tribal Government \_\_\_\_\_

BIA School \_\_\_\_\_ Other Political Subdivision \_\_\_\_\_

Nonprofit Education or  
Public Health Institution \_\_\_\_\_

(A nonprofit education or public health institution must be a political subdivision for purposes of federal income tax or meet the requirements of § 115 of the Internal Revenue Code. *Attach supporting documentation.*)

#### Contacts

**Member Representative (Receives official correspondence. Holds your entity's voting rights.)**

\_\_\_\_\_  
Name Phone # Email

**Purchasing (Your primary contact. Receives contract information and general correspondence.)**

\_\_\_\_\_  
Name Phone # Email

**PO Confirmation (Receives email confirming purchase order review. Contact for order inquiries.)**

\_\_\_\_\_  
Name Phone # Email

**Accounts Payable (Contacted if we have payment questions or need assistance with internal audit.)**

\_\_\_\_\_  
Name Phone # Email

# Review of proposals for environmental and cultural clearance of Huachuca City Landfill Parcel # 5      10-21-2020

Huachuca City Landfill, through HAWC, solicited proposals for environmental and cultural studies of Parcel # 5 from a number of environmental engineering firms.

The firms that responded with a proposal were:

1. Harris Environmental Group \$12,554.00
2. ACS \$20,535.00
3. Logan Simpson / Partners \$16,200.00

All received proposals are attached to this review / recommendation

We provided all information, both current and historical, along with a requested scope of work to develop a proposal to all firms.

After thorough review of all proposals, research on qualifications and professional reviews, and extensive video and phone interviews with email questions and answers, we have concluded that the most responsive and qualified firm is;

**Logan Simpson / Partners.** We are confident that they will provide us with the work product and reports that satisfy the communicated scope of work for the environmental and cultural surveys required to clear Parcel #5 for current and future cover material requirements.

Hugh Walkers review comments below:

## Environmental Services Proposal Evaluation Oct 20, 2020

Firm Name	Scope of Work	Price	Schedule	HAWC Comments
1. Harris Environ Group	Biological Review CIs III Cultural Res. Invest. Phase I Environ. Site Assmt.	\$12,554	30 days	Proposal very brief. Lacks detail. Cannot tell what really is to be done. Lowest Price. Schedule seems reasonable. When requesting proposal there was a lot of back/forth repetitive discussion. Made me think they weren't listening. Worried about thoroughness of final product.
2. ACS	Biological Review Cultural Res. Inventory	\$20,535	10-12 weeks	Proposal emphasized Bio and Cultural investigations. No Phase I Environ. Big emphasis on Cultural investigation. Highest price. Longest schedule at 90 days. Wanted 33% upfront retainer plus CADD data files plus other data.
3. Logan Simpson/Partners	Phase I Environ. Assmt. Bio Survey Cultural Resources	\$16,200	30-35 days	Proposal responsive and thorough enough to determine what will be done. Price in the middle. Schedule seems reasonable. Proposal was clearly laid out and easy to follow.

Submitted by Jay Howe  
Huachuca City  
Landfill Director



L O G A N S I M P S O N

October 19, 2020

Mr. Hugh A. Walker  
Hugh A. Walker Enterprise, Inc.  
7231 Boulder Ave. PMB 700  
Highland, CA 92346

Subject: Environmental Services for the Town of Huachuca City Landfill  
Logan Simpson Number 20-3565

Dear Mr. Walker:

Logan Simpson is pleased to submit this scope of work and fee estimate to prepare a Phase I Environmental Assessment and Biological and Cultural Resources surveys and reports for Parcel 5 (approximately 22 Acres) of Town of Huachuca City-owned land near the existing landfill.

As one of Arizona's leading cultural resources, environmental planning, and landscape architectural design firms, Logan Simpson is uniquely qualified to complete this work. We have extensive experience completing similar tasks stemming from our on-call contract environmental resource services work and history with hundreds of municipal, state, and federal agencies, as well as private developers.

Thank you for this opportunity to provide our proposal. Please let me know if we can answer any questions that you may have or if you need additional information regarding our submittal. You can reach me at [wcolebank@logansimpson.com](mailto:wcolebank@logansimpson.com) or by cell phone 602-625-5203.

Sincerely,

Wayne Colebank  
Principal/Landscape Architect  
Logan Simpson

Attachments: (1) Scope of Work; (2) Fee Estimate; (3) Qualifications and Experience

## **INTRODUCTION**

The intent of this proposal is for Logan Simpson, as a subconsultant to Hugh A. Walker Enterprises, Inc. (Walker), to provide selected environmental services for Parcel 5 (Project Area) of Town of Huachuca City (Town)-owned land which is located immediately north of the existing Town Landfill. The proposed Project Area is a 22-acre parcel that is intended to be used as a borrow source for soil material to cover daily landfill activities, as shown on the Phasing Plan, Closure Phase diagram provided by Walker, dated 8/2/15. Based on our understanding of the project through our initial discussion on October 9, 2020, no federal funding is being used for the Project Area or proposed activities. Specifically, a Phase I Environmental Assessment, a Biological Survey, and a Class III Cultural Resources (including reports) will be prepared for the Project Area, as further described herein.

### **TASK 1.0 PHASE I ENVIRONMENTAL ASSESSMENT**

The Phase I Environmental Assessment will be completed by Partner Engineering as a subconsultant to Logan Simpson. The Phase I Environmental Site Assessment (ESA) will be prepared in conformance with ASTM International (ASTM) Standard E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The ESA will include the following components:

- Historical sources including building department records, historical aerial photographs, local street directories, fire insurance maps, and other credible sources of past uses or occupancies shall be reviewed.
- Regulatory Records including local, state, tribal and federal databases will be reviewed according to the current search distances within ASTM E1527-13.
- Review of Regulatory Files or Interview of state and local government officials will be conducted in person, by telephone, or in writing to obtain information on permits and compliance history associated with hazardous substances and petroleum products, and information indicating recognized environmental conditions in connection with the property.
- Owner/Occupant Interviews including past and present owners, occupants, neighbors, and/or other persons who are familiar with the property shall be attempted in person, by telephone, or in writing regarding the history, operations, management, waste management practices, and other environmental considerations for the property as those persons are available and open to an interview.
- Site Reconnaissance will be performed. This shall include a reasonable observation of the property and structures, the periphery of the property, the interior common areas of structures, and a representative sample of occupant spaces. Items such as current and past uses of the property and adjoining properties; obvious geologic, hydrogeologic, and topographic conditions; structures; roads; potential hazardous substances and petroleum products; storage tanks; odors; pools of liquid; drums; containers; surface waters; suspected fill materials; stained soil or pavement; stressed vegetation; solid waste; waste water; wells; and septic systems shall be noted as reasonably and visibly observed.
- Other Observations are considered as a service to our clients. Unless otherwise instructed, research of additional issues including radon and oil and gas exploration activities, observation for the

presence of lead-based paint, asbestos-containing building materials, and mold will be conducted as part of this project. Testing, sampling and analysis of these items is not included in this proposal unless specifically stated within the scope of work.

- A draft Report of Findings will be provided to Walker/Town for review prior to finalizing the document.

## **TASK 2.0 BIOLOGICAL SURVEY AND TECHNICAL MEMORANDUM**

Logan Simpson will provide a qualified biologist to conduct an on-site reconnaissance-level survey of the project area and prepare a Biological Resources Technical Memorandum (Memorandum) that provides a general assessment of the biological resources present within the project area. We will use the Arizona Game and Fish Department's (AGFD) On-line Environmental Review Tool and US Fish and Wildlife Services' (USFWS) Information for Planning and Consultation (IPaC) decision support system to obtain species lists for the project area and determine the presence or absence of critical habitat that has been designated or proposed for any federally-listed species under the Endangered Species Act. We will conduct a literature review and access GIS-based natural resource data to obtain current information regarding Threatened and Endangered Species (TES) occurrences in the project area. The presence or absence of suitable or occupied habitat (and critical habitats) for TES species will be documented in the Memorandum. The presence of wildlife such as nesting migratory birds, as well as State-protected native plants and invasive/noxious weeds, will be assessed during the biological survey, with mapped locations and recommendations to address any potential biological resource issues identified in the Memorandum.

The Memorandum will include a description of the proposed action; description of the biotic communities, vegetation, and habitats that occur within the project area; and an analysis of the potential impacts to any TES species that may occur in the project area. The Memorandum will include recommendations for applicable conservation strategies and mitigation measures in relation to any potential impacts associated with the proposed action.

We anticipate sending a scoping letter to the AGFD to obtain their input on the project, primarily as it relates to potential impacts to protected biological resources and/or recommended mitigation measures to address any adverse impacts. Electronic copies of the draft biological scoping letter will be submitted to Walker for review; following incorporation of review comments, Logan Simpson will forward the biological scoping letter.

An electronic copy of the draft Memorandum will be submitted to Walker for review. Following incorporation of review comments, the final Memorandum will be submitted to Walker for forwarding to the Town.

## **TASK 3.0 CULTURAL RESOURCES**

Parcel 5 is located on municipal lands and permitted through the Arizona Department of Environmental Quality (ADEQ); therefore, it is subject to compliance with the State Historic Preservation Act (SHPA; A.R.S. §41-861 et. seq.) and the Arizona Antiquities Act (AAA; A.R.S. §15-1631 and §41-841 et. seq.). The SHPA and AAA require state and municipal agencies to identify cultural resource properties eligible for inclusion in the Arizona and National Registers of Historic Places (A/NRHP), to consider any effects the project may

have to those properties, and to conduct consultation with the State Historic Preservation Office (SHPO) and Arizona State Museum (ASM), and affiliated Native American Tribes.

It is our understanding that the majority of Parcel 5 has not been previously surveyed for cultural resources. AZSITE, an online electronic inventory of cultural resources for the state of Arizona, shows three previous cultural resources investigations immediately adjacent to the project area. One small archaeological site has been identified north of the project area. Logan Simpson anticipates that cultural resources may be present within the project area due to its topographic location atop a Pleistocene terrace immediately adjacent to the Babocomari River. Logan Simpson therefore proposes to complete a Class III cultural resources inventory (pedestrian survey) of the project area.

Logan Simpson will conduct background research prior to fieldwork to identify the nature and scope of previous archaeological investigations and documented cultural properties within the project area and a surrounding 1-mile buffer area. Relevant records will be examined on AZSITE and at the Archaeological Records Office (ARO) at the ASM. Additionally, historical documents available online, such as General Land Office (GLO) and United States Geological Survey (USGS) maps, will be evaluated for potentially undocumented cultural properties. This information will be uploaded into Trimble GPS units prior to fieldwork to provide useful data for archaeologists during survey. Ultimately, findings from the records search will be included in the final report to provide further information about the culture and archaeological history of the project area.

Logan Simpson will conduct a Class III survey of Parcel 5. The survey will be conducted under the terms and conditions of Logan Simpson's current AAA blanket permit (2020-033bl) and carried out by qualified archaeologists listed on the AAA permit that also meet the Secretary of Interior's Professional Qualification Standard for Archaeology. Prior to fieldwork, Logan Simpson will notify all pertinent parties.

During the survey, the field crew will adhere to parallel pedestrian transects spaced not more than 20 meters apart to assure complete coverage of the survey area. All cultural resources identified during survey will be evaluated according to the ASM site criteria. For each cultural resource identified, the field crew will complete site forms and produce a detailed site map; describe all site attributes, such as features and environment; conduct in-field analysis of artifacts; and photograph the site area and environment, surface features, diagnostic artifacts, and any areas of disturbance.

Archaeological sites identified during the survey will be evaluated for A/NRHP eligibility based on their integrity and significance under the four criteria outlined in 36 CFR 60 and per guidelines presented in National Bulletin 15, *How to Apply the National Register Criteria for Evaluation*. Each resource will be evaluated based on an appropriate time-place-theme historic context.

Logan Simpson will prepare a Class III cultural resources survey report that will summarize the undertaking and the environmental and cultural settings, organize and synthesize the results of the records review and archival research, present the methods and results of the Class III cultural resources survey, offer A/NRHP-eligibility evaluations and management recommendations for each cultural property identified in the project area, and present graphic and descriptive justifications for the recommended criteria. If no archaeological sites are identified during the survey, a Survey Report Summary Form (SRSF), which is accepted by the SHPO and ASM, will be prepared. All project-related materials will be curated at ASM at the conclusion of the project.

#### **TASK 4.0 PROJECT MANAGEMENT, COORDINATION, AND MEETINGS**

Logan Simpson will perform project management functions and coordination with our in-house staff and with Partner Engineering to allow for a seamless completion of the tasks identified herein. Logan Simpson anticipates that two (2) coordination meetings (Teams or Zoom) will be held during the course of the work to update Walker/Town on the status of the work, to obtain clarifications on the proposed action, and/or to discuss issues that may have revealed themselves during the course of the work. Logan Simpson will prepare notes for the meetings.

##### **Schedule**

The draft Cultural Resources Survey Report and the Biological Memorandum will be submitted to Walker/Town for review 30-35 days after receipt of a Notice to Proceed. We anticipate that Walker/Town reviews will be completed within 7 days. The final documents will be submitted within 7 days after the receipt of Walker's/Town's comments.

##### **Fee Estimate:**

Logan Simpson's lump sum fee for each task is shown below, which includes labor and general expenses. The fees have been developed assuming that multiple individuals/disciplines can travel to the site in the same vehicle. If the tasks are contracted separately and the transportation efficiencies cannot be realized, a slight upward adjustment in each of the fees will be necessary to account for the inefficiencies. We do not charge our clients for printing, report binding, or for electronic data provided on CD/DVD or via on-line file sharing.

<b>Task</b>	<b>Fee</b>
Task 1.0: Phase I Environmental Assessment	\$3,000
Task 2.0: Biological Survey and Technical Memorandum	\$4,100
Task 3.0: Class III Cultural Resources Survey	\$8,100
Task 4.0: Project Management/Coordination	<u>\$1,000</u>
<b>Total Project Fee</b>	<b>16,200</b>

#### **ASSUMPTIONS AND EXCLUSIONS**

- ▶ Because this project does not have a federal nexus, therefore, the work products in this proposal will be completed to State and local standards (not for federal compliance) and cannot be used for National Environmental Policy Act compliance purposes.
- ▶ A natural wash traverses Parcel 5. It is recommended that Walker/Town further investigate the possibility that this wash is considered a Waters of the US and/or if a Clean Water Act (CWA) permit may be necessary from the US Army Corps of Engineers. No CWA activities are being proposed in this proposal.

- ▶ If at a future time, the Project has a federal nexus, it is understood that modifications will be necessary to the work products herein to be useful for compliance under any federal regulation.
- ▶ Walker/Town will provide written rights of access to the Project Area within 2 days of a Notice to Proceed.
- ▶ Logan Simpson assumes that any tribal/SHPO/third party coordination and consultation would be completed by the Town.
- ▶ Our proposal excludes the following cultural resources related items:
  - ▶ Ethnographic research to identify Traditional Cultural Properties (TCPs)
  - ▶ Preparation of a historic property treatment plan
  - ▶ Preparation of NHPA Section 106 agreement documents
  - ▶ Archaeological testing or data recovery excavations
  - ▶ Archaeological pre-construction flagging or construction monitoring
- ▶ ASM charges each project curation fees based on several criteria; the charge amount can only be known once the materials have been submitted. Logan Simpson anticipates (and has included in our proposed fee) that an amount of \$660.00 will be requested by ASM for the project's Cultural report curation and registration. In the event that the ASM fee is higher or lower than the assumed amount, we will either request a contract modification to cover the additional costs or deduct the difference from our assumed amount in our final invoice.
- ▶ We anticipate one (1) revision of our Cultural report after receiving comments from the SHPO and one (1) revision based on ASM's comments prior to submitting the final report to ASM.
- ▶ Walker/Town will be responsible for consulting with Native American tribes as needed, although Logan Simpson can provide these services through a modification to this proposal.
- ▶ No formal or informal Section 7 consultation with USFWS will be required. If consultation with the USFWS is deemed necessary as a result of the biological field reviews and memorandum, a revision to this Scope of Work will be necessary.
- ▶ No species-specific surveys conducted according to USFWS-approved protocols will be required. If species-specific surveys are requested by USFWS, a modification to this Scope of Work will be requested to complete that work.
- ▶ No testing for asbestos-containing materials or hazardous materials is included.
- ▶ No attendance at, or preparation for, any public meetings is included in this scope of work.
- ▶ Payment of agency review fees is not included in this Scope of Work.





L O G A N S I M P S O N

## QUALIFICATION AND EXPERIENCE

### HUACHUCA CITY LANDFILL

LOGAN SIMPSON NUMBER 20-3565

#### LOGAN SIMPSON

Established in 1990, Logan Simpson is an Arizona corporation with exceptional and comprehensive experience providing environmental resource services, including infrastructure-related archaeological, biological, permitting, and federal compliance document preparation services. We have a superb working knowledge of the environmental processes and regulations. Our clients typically include federal agencies, Native American tribes, state, county, and municipal governments; and numerous private developers. Logan Simpson has offices in five western states with over 120 staff members. The ability to communicate, coordinate, and facilitate work quickly is Logan Simpson's hallmark.

Logan Simpson's Environmental Group consists of five resource/technical teams: Environmental Planning; Cultural Resources; Biological Resources; Permitting; and Geographic Information Systems (GIS)/Graphic Production. Our experience includes environmental documentation/compliance for all levels NEPA; community wildfire protection plans; Clean Water Act (CWA) Sections 401, 402, and 404; biological evaluations; special-status species investigations; Endangered Species Act Section 7 consultations; cultural resources surveys; archaeological data recovery; NHPA Section 106 consultation; visual resource studies; and public participation for all types of projects. Having a large in-house staff of specialists allows us flexibility to respond to project demands.

**Environmental Planning.** Logan Simpson's Environmental Planning Team has completed more than 3,000 NEPA and NEPA-related environmental studies for projects throughout the West. We have provided resource studies for, and led development of, all levels of NEPA documents, from categorical exclusions to environmental impact studies. We consistently prepare the appropriate level of environmental documentation to evaluate the magnitude of resource impacts based on their context and intensity. Our success is based on scoping the critical issues and at-risk resources, clearly defining the project's purpose and need, identifying and evaluating a feasible range of alternatives, disclosing the potential design constraints and impacts, engaging in effective public involvement and agency coordination, and providing adequate and reasonable mitigation measures that are imperative for successfully completing the NEPA documentation process in a timely and efficient manner.

**Cultural Resources.** Logan Simpson's Cultural Resources Team has more than a dozen full-time registered professional archaeologists (RPAs); includes diverse specializations in archaeology and historic preservation; and can provide comprehensive in-house support for archaeological and architectural survey, monitoring, and data recovery. Our team has provided a full range of cultural resources services on projects ranging from less than one acre to over 100,000 acres. All of our primary supervisory archaeologists minimally hold master's degrees and meet the Secretary of the Interior's professional qualifications. We have completed damage assessments for Archaeological Resource Protection Act (ARPA) violations, cultural resources surveys, archaeological testing and data recovery projects in Arizona, New Mexico, Utah, California, and Nevada, as well as Oregon, Idaho and Wyoming. Our team regularly prepares historic preservation assessments, interpretive plans, and specialized assessments such as Historic American Building Survey and Historic American Engineering Record documentation, National Register of Historic Places registration forms, and cultural landscape inventories and reports. We routinely perform historic building inventories and Class III cultural resources survey.



L O G A N S I M P S O N

## QUALIFICATION AND EXPERIENCE

### HUACHUCA CITY LANDFILL

LOGAN SIMPSON NUMBER 20-3565

**Biological Resources.** Logan Simpson's Biological Resources Team has extensive experience addressing species and habitat-based environmental compliance requirements. Our team includes experts on rare and endangered animals and plants, big game wildlife, predator and fisheries management, vegetation community delineation, noxious weed inventory, and habitat restoration. Our demonstrated experience includes the application of regulatory requirements of ESA; Migratory Bird Treaty Act; Bald and Golden Eagle Protection Act; and other federal, state, and local environmental statutes, regulations, policies, and ordinances. We have conducted numerous technical biological surveys and studies; prepared NEPA- and ESA-compliance documents that evaluated potential biological effects from a wide variety of proposed projects; and have facilitated ESA interagency consultations with the USFWS. Several of our staff members have previously held program management positions with resource management and regulatory agencies; this experience provides us with a unique understanding of an agency's perspective to facilitate coordination and development of innovative solutions to complex resource management and compliance issues.

**Clean Water Act Permitting.** Logan Simpson's Permitting Team has a well-established working relationship with the U.S. Army Corps of Engineers and a thorough understanding of the CWA sections 401, 402, and 404 regulations, as well as practical experience providing guidance and resolution for a wide range of project types. We have evaluated more than 275 sites/activities for CWA compliance; completed 200 preliminary jurisdictional delineations; and prepared 100 nationwide permit preconstruction notifications, 85 mitigation plans, 30 Section 401 water quality certification applications, and 25 individual permits. With our broad understanding, experience, and capabilities, we are committed to ensuring that the project proponent is advised of all current CWA guidance and that each project complies with all applicable federal, state, and tribal requirements.

**GIS/Graphics Team.** Logan Simpson's GIS/Graphics team routinely processes raw GPS spatial data for GIS in order to produce technically accurate maps and graphics for our clients. We provide our clients with the GPS/GIS data files necessary to assist with site avoidance, coordinate site avoidance with agencies and contractors; and develop master GIS databases. Often this data and the resulting maps are a crucial part of final report deliverables. The Logan Simpson team uses GIS as a central repository for our spatial data and to organize data on project-specific and "master" data set levels. We keep up-to-date by incorporating universal metadata standards. GIS is also used to enhance our analytical methods through the incorporation of spatial data, helping our clients to answer specific locations-based questions. Our team conducts a variety of GIS-based analyses such as predictive modeling, risk assessments, suitability analysis, and produces a variety of maps and graphics, including three-dimensional simulations.

**Landscape Architecture.** In addition to our Environmental Group, Logan Simpson has a significant landscape architectural practice in Arizona. Our team has completed more than 1,200 design and planning projects using an ecologically-based design philosophy. The Logan Simpson Design team seeks to develop appropriately creative designs that are responsive to physical sites, to clients' functional requirements, and to end users' projected needs. We see landscape and its related components as the nexus between man-made and natural environments. Through our hands-on, interactive approach to clients; comprehensive social and physical understanding of sites; and respect for client schedules and budgets, Logan Simpson skillfully crafts design solutions that honor existing site attributes, surpass current client expectations, and provide flexible design solutions that can adjust to future project and site demands.

**HUACHUCA CITY ECS PROPOSAL**

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13 October 2020

Hugh A. Walker Enterprises Inc., (An Arizona Corporation)  
7231 Boulder Ave. PMB700  
Highland CA 92346

**RE: HUACHUCA CITY ECS PROPOSAL**

Mr. Walker: We appreciate the opportunity to submit this proposal to conduct Environmental Consulting Services in support of the Town of Huachuca City Landfill Soil Borrow Area Project.

**SCOPE OF WORK****Biological Review**

Harris Environmental will conduct a Biological Review to include a query of the US Fish and Wildlife Service's Information, Planning, and Consultation System (IPaC), and the Arizona Game and Fish Department's HabiMap online Environmental Review Tool (ERT), to obtain lists of federally-listed and State-sensitive species that have the potential to occur within and in the vicinity of the project area. A summary report detailing those findings will be provided and will include a brief discussion on the project's potential to impact those species and their habitats. No species-specific/protocol-level surveys will be conducted as part of this task. The cost to complete the task as described above is **\$5,000.00**.

**Class III Cultural Resources Inventory**

Harris Environmental will conduct a Class III Cultural Resources Inventory (CRI) per Arizona State Historic Preservation Office standards for project clearance. This includes conducting the required archival research for the ~22-acre project area and vicinity, a 100%-coverage pedestrian survey of the property, and summary report with maps detailing sensitive cultural resources. The cost to complete the task as described above is **\$4,375.50**.

**Phase I Environmental Site Assessment**

Harris Environmental will conduct a Phase I Environmental Site Assessment (ESA) per applicable ASTM standards for the subject property. The cost to complete the task as described above is **\$3,178.00**.

Report submittals will be provided electronically in Microsoft Word and/or Adobe Portable Document Format (PDF) within 30 days from notice-to-proceed (NTP). It is assumed Harris Environmental will have unobstructed access to the project area to complete the required fieldwork. Right-of-entry provided by the client.

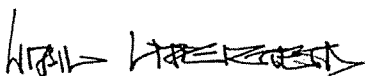
The costs provided to complete the proposed tasks are firm-fixed-prices (FFP) to be invoiced in full upon delivery of summary reports. If the above terms are acceptable, please sign and date below. Your signature serves as notice-to-proceed.

---

Signature/Date

Please contact me directly with any questions or to coordinate project initiation. We look forward to the possibility of working with you on this project.

Respectfully,



Lirain F. Urreiztieta  
Harris Environmental Group  
520.834.4404 | [Lirain@heg-inc.com](mailto:Lirain@heg-inc.com)



**Archaeological Consulting Services, Ltd.**  
*Cultural Resource, Environmental Planning, and GIS Services*  
Certified DBE, EDWOSB, Established 1977

424 West Broadway Road  
Tempe, AZ 85282-1339  
(480) 894-5477  
[www.acstempe.com](http://www.acstempe.com)

October 6, 2020

ACS Proposal No. 20-160

Mr. Hugh Walker  
Hugh A Walker Enterprises, Inc.  
7231 Boulder Ave. PMB700  
Highland CA 92346

RE: Town of Huachuca Landfill Materials Source

Dear Mr. Walker,

Thank you for contacting Archaeological Consulting Services, Ltd. (ACS) to provide environmental compliance support for a proposed materials source in the Town of Huachuca (Town), Cochise County, Arizona. The materials mined from this source will be used by the Town to cover the existing landfill. The project area consists of approximately 27 acres of Town-owned land. Funding for the project is being provided by the Town. Under the Endangered Species Act (ESA) of 1973 and the Arizona Antiquities Act (A.R.S. §41-841 *et seq.*), before mining can begin, biological and cultural resources assessments need to take place to identify and evaluate any natural or cultural resources that might be present within the project area. ACS' company background and scope of work is presented below.

### **Company Background**

Founded in 1977, ACS is incorporated in the State of Arizona and is certified by the Small Business Administration as an Economically Disadvantaged Woman-owned Small Business (EDWOSB). ACS is professionally qualified to provide consulting services in cultural resources, environmental planning, paleoenvironmental studies, and Geographic Information System (GIS) applications, and is a GSA contractor for these services. ACS won an ADOT DBE Trailblazer Award in 2013, and since 2005, the Phoenix edition of *The Business Journal* has included ACS on their list of the top 25 Environmental Consulting Firms. ACS' capabilities include the following:

- National Environmental Policy Act (NEPA) documents including Environmental Assessments (EAs) and Categorical Exclusions (CEs)
- Cultural resource literature reviews, monitoring, surveys, testing, and data recovery projects
- Historic research, oral history, historic building documentation and inventory surveys, National Register of Historic Places (National Register) assessments and nominations, and historic context development
- Biological assessments, reviews, and evaluations
- Surface water and groundwater projects
- Geological evaluations
- Geomorphology
- Hazardous materials assessments
- GIS and Global Positioning System (GPS) applications

ACS has a solid reputation in the environmental planning, cultural resource management, historic preservation, and GIS services industries. Our highly trained professional staff provides a diverse range of services that allow our clients to efficiently meet their needs with one consultant. We get project scoping right the first time, and emphasize communication, not change orders. Throughout our history, we have successfully completed

numerous projects similar in scope to the current project, and have worked extensively in the vicinity of the project area, so we are familiar with its biological and cultural resources.

### **Biological Resources**

ACS will complete a Biological Review (BR) report for the project. The report will analyze the effects of project activities on Federally-listed threatened and endangered species in the project vicinity and will provide recommendations as necessary.

ACS' scope of work to complete the biological resource assessment will consist of the following:

- Conducting background research:
  - ACS will obtain a list from the U.S. Fish and Wildlife Service (USFWS) of all proposed, candidate, and listed species under the Endangered Species Act that may occur within the project vicinity. We will also request a list of special status species records that have occurred within the project vicinity from the Arizona Game and Fish Department (AGFD);
  - ACS will review the habitat requirements of the listed and special status species along with available maps and aerial photographs to determine if potential habitat occurs on-site;
- Conducting a site visit to assess the suitability of the project area for occupancy by threatened and endangered species;
- Analyzing the potential effects of project activities to threatened and endangered species; and
- Completing a brief stand-alone BR report that will analyze project effects to listed species and provide recommendations for future actions, as needed.

### **Cultural Resources**

The cultural resource assessment will involve several tasks.

**Background Research.** A site file check covering both the area identified as the project area and a 1-mile study area buffer will need to be conducted. This constitutes a Class I records review, and is required by review agencies. Class I data provide information to determine if portions of the project area have been previously surveyed and the types of sites likely to occur in the vicinity. Given the location of the proposed project, records held by the following repositories will be checked:

- AZSITE, Arizona's Cultural Resource Inventory Database (online)
- General Land Office (GLO) plats and survey records on file at the Bureau of Land Management (BLM) Arizona State Office

(Note: cultural resource files at the Fort Huachuca Environmental and Natural Resources Division (ENRD) will not be consulted for this project.) GIS shapefiles plotting the location of recorded sites and previous projects will be obtained from online AZSITE. In the meantime, copies of site records and project maps will be obtained from the other repositories; cultural resource locations and project boundaries from these sources will be digitized and incorporated into the AZSITE GIS layers using ArcView.

A preliminary review of the online AZSITE Database and cultural resource files at ACS shows that only about 5 percent of the current project area has been previously examined for cultural resources. Approximately 14 archaeological projects have taken place and 13 cultural resource sites have been recorded within 1 mile of the project area. For purposes of this cost proposal, we estimate a maximum of 35 projects and sites in total will be identified by the Class I research. The following attributes will be collected for previous projects: project number, project name, and report reference. The following attributes will be collected for previously recorded cultural resources: site number, site type, eligibility, and report reference.

Once all the previous research information has been received, the GIS data will be loaded into a GPS unit for use during the fieldwork. Having all previous research information (i.e., site locations) on hand prior to the fieldwork is critical for avoiding duplicate field visits and budget inefficiencies.

**Fieldwork.** The project area will be examined by two archaeologists walking parallel transects spaced not more than 20 meters apart; this constitutes a 100 percent (intensive) Class III survey. Cultural resources found during the survey will be documented, mapped using a GPS, photographed, and evaluated for significance using the National Register criteria. Isolated artifacts will be recorded in less detail. It should be noted that the project area occurs on a knoll that overlooks the Babocomari River, an area that is rich in known and projected prehistoric remains. Thus, for purposes of this cost proposal, we estimate two archaeological sites and one in-use historical structure will be found within the project area.

**Archival Research.** After the fieldwork, it will be necessary to conduct limited archival research to provide additional background information about the Historic period use of the area, to place the cultural resources in historic context, and contribute to significance and eligibility recommendations. Potential research sources include, but may not be limited to, the Arizona Memory Project, Cochise County Assessor, Historic aerials.com, EarthExplorer, and the University of Arizona Document Repository. Historical In-Use Structure Forms, as required by SHPO, will be completed for all relevant resources.

**Report.** A report conforming to state and SHPO specifications will be prepared discussing the results of the investigation. The report will provide the following:

- a brief culture history of the project area
- appropriate Historic context(s), including but not limited to *Settlement along the Babocomari River (ca. 1880–1970)* and *Municipal History of Huachuca City (1954–1970)*
- a summary of previous research following the current interim reporting standards approved by SHPO and ASM (June 12, 2019)
- the results of the fieldwork
- recommendations regarding the state and National Register eligibility of any cultural resources found
- recommendations regarding the need for further archaeological work.

A copy of the draft report will be sent to you for internal review, and any comments arising from the internal review will be addressed in a revised draft report. An electronic copy of the revised draft report will be sent to you for submittal to the relevant review agencies. Any comments arising from the agency review will be incorporated into a final report.

Please note that the final cultural resources report will be sent to you to distribute to the end agency or agencies. As the project area occurs on lands under the purview of the Arizona Antiquities Act, ACS recommends that you submit a copy of the report to the Arizona State Museum (ASM), a permitting agency for the project, for their review and concurrence.

**Project Closeout.** Once the final report has been accepted by the lead and review agencies, we request that you provide ACS with copies of all agency consultation letters concurring with the project findings. The project and any accompanying site information will then be entered into the AZSITE database, as required by our Arizona Antiquities Act permit. The final invoice will be provided to you after all project closeout procedures have been completed.

### **Cost Estimate and Schedule**

The lump sum cost for all tasks is **\$20,535.47**, including \$4,160.09 for the biological resource assessment and \$16,375.38 for the cultural resource survey and report. The cost for the cultural resources assessment also

includes \$842.57 in direct expenses payable to ASM for project registration and related fees. This cost estimate is based upon the following assumptions:

- No more than 35 previous projects/sites in total will be documented by the Class I research;
- All cultural resources fieldwork will be completed by two archaeologists in two field days plus travel;
- No more than two cultural resource sites and one in-use historical structure (road) will be identified by the Class III survey;
- All biological fieldwork will be completed by one biologist in one field day;
- No further biological work will be needed, such as species-specific surveys or USFWS consultation;
- ACS will not be completing any Clean Water Act, Section 404 field delineations or permitting documents for this project;
- ACS will not be preparing draft cultural resource consultation correspondence; and
- ASM project registration and related fees will not be more than \$842.57.

*However, if these assumptions are exceeded, a cost amendment may be necessary to complete the project. We work under a Net 30 arrangement. This cost estimate is valid for 60 days. Before we can begin work, we will need a written notice to proceed (NTP) along with 33 percent retainer of \$6,777.00 and fees of \$842.57 associated with administration of the project through ASM. Total up-front costs equal **\$7,619.57**. We request that you submit our invoices to the project owner each month and remit payment to ACS for each invoice within 7 days of receiving payment from the project owner.*

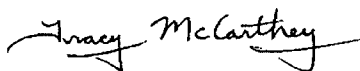
Assuming the above parameters, the project will take 10–12 weeks to complete from NTP and receipt of the following required information:

- Signed contract and retainer;
- GIS or CADD data of project area boundaries (including information about coordinate system and datum to which the data are referenced). *Please note that while we can digitize project area shapes from hard copy maps, we cannot guarantee the accuracy of any map produced in this manner and extra cost will be associated with this task;*
- Full project description, including limits and depth of proposed disturbance, and proposed construction date (needed to determine cut-off age of historic/potentially historic resources);
- Lead agency for the environmental clearance process;
- Type of clearance sought (e.g., CE, EA, Environmental Impact Statement [EIS], fatal flaw analysis);
- Land jurisdiction. ACS is not responsible for determining land ownership within the project area, or for obtaining right(s)-of-entry. ACS is not responsible for revising work based on incorrect land ownership information; and
- If the project is part of a larger activity or undertaking, copies of all available previous reports and consultation correspondence that might be of relevance to the current investigation.

**The information contained in this scope of work and cost estimate is proprietary and confidential.**

Thank you for the opportunity to submit this cost estimate to you. Please do not hesitate to contact me with any issues or questions you may have. We look forward to the possibility of working with you in support of this project.

Sincerely,



Tracy McCarthy  
Director, Environmental Services Division

## ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

### State Cooperative Member Contact Information

<b>Name of Organization:</b>			
<b>Name of Contact Person:</b>	<b>Qualification:</b> <i>(Click the appropriate Box in either the Political Subdivision or Non-Profit categories)</i>  <div style="display: flex; justify-content: space-between;"> <span><b>Political Subdivision:</b> <input type="radio"/></span> <span><b>Non-Profit Organization:</b> <input type="radio"/></span> </div>		
<b>Title of Contact Person:</b>	<input type="checkbox"/> Federal Agency/Gov't  <input type="checkbox"/> State  <input type="checkbox"/> County  <input type="checkbox"/> City/Town  <input type="checkbox"/> Public School	<input type="checkbox"/> Other Educational Institution  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Fire District  <input type="checkbox"/> Water District  <input type="checkbox"/> Other: _____	<input type="checkbox"/> Healthcare Institution  <input type="checkbox"/> Religious Organization  <input type="checkbox"/> Charity  <input type="checkbox"/> Other: _____
<b>Telephone of Contact Person:</b>			
<b>Telephone of Office:</b>			
<b>E-mail address of Primary Contact Person:</b>			
<b>E-mail Address of Secondary Contact:</b>			
<i>(If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)</i>			
<b>Physical Address:</b>			
<b>Mailing Address (if different from the physical address):</b>			
<b>Federal ID Tax Number:</b>			

Please send completed agreements and changes in contact information to [usage@azdoa.gov](mailto:usage@azdoa.gov).

**\*Non-profit entities must attach proof of non-profit status with the agreement**  
 Please notify the State Procurement Office of any changes to this information.





# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## **RESOLUTION NO. 2020-25**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MOHAVE EDUCATIONAL SERVICES COOPERATIVE TO JOIN ITS PUBLIC PURCHASING COOPERATIVE.

WHEREAS, the Mohave Educational Services Cooperative [“Mohave”] has a public purchasing cooperative program that is available to Arizona cities, towns and other public procurement entities, pursuant to A.R.S. 41-2631, *et seq.*; and

WHEREAS, the Town wishes to join the cooperative program to take advantage of the procurement opportunities and efficiencies afforded thereby; and

WHEREAS, cooperative purchasing is authorized by the Town Code, Section 3.05.090, as an alternative to the Town’s procurement process; and

WHEREAS, the Mayor and Council have determined that approval of the Agreement, attached hereto as Exhibit “A,” is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

- Section 1.** The Town is hereby authorized to enter into the Cooperative Purchase Agreement between the Town of Huachuca City and Mohave, attached hereto as Exhibit AA.@
- Section 2.** The Manager of the Town of Huachuca City is hereby authorized and directed to execute said Agreement on behalf of the Town and serve as the Town’s representative.
- Section 3.** The Town’s officers and staff are hereby authorized to take all steps necessary and proper to implement the Agreement and give it effect.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 5th DAY OF NOVEMBER, 2020.**

ATTEST:

\_\_\_\_\_  
Johann Wallace, Mayor

Approved as to Form:

\_\_\_\_\_  
Brandye Thorpe, Town Clerk

\_\_\_\_\_  
Thomas Benavidez, Town Attorney

*[Mohave Cooperative Purchase Agreement must be attached.]*



## MOHAVE EDUCATIONAL SERVICES COOPERATIVE, INC. COOPERATIVE PURCHASE AGREEMENT

625 East Beale Street • Kingman, AZ 86401-5920  
(928) 753-6945 Phone • (928) 718-3232 Fax  
www.mesc.org

Rev Logo. 2/13/2019, DS

This Agreement entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Mohave Educational Services Cooperative, Inc., an Arizona nonprofit corporation and public procurement unit established pursuant to provisions of A.R.S. § 11-952, A.R.S. § 11-952.01, and A.R.S. § 41-2632, hereinafter called "MESC," and \_\_\_\_\_, a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of § 115 of the Internal Revenue Code, hereinafter called the "Member," to permit the Member to purchase materials, services and construction from vendors at the prices and terms contained in contracts between MESC and those vendors. The governing body of any Member may enter into an Agreement with MESC for the purpose of utilization of term contracts by such Member (Arizona State Procurement Code, A.R.S. § 41-2631 *et seq*; A.R.S. § 15-213; Arizona State Board of Education School District Procurement Rules, R7-2-1001 *et seq*).

In consideration of the mutual promises contained in this Agreement, and the mutual benefits to result there from, the parties agree as follows:

1. MESC shall:

- a. Provide the Member with information on contracts, products and services via MESC's website and/or other means as MESC determines appropriate.
- b. Use specifications, terms and conditions for products, materials, services, and construction determined appropriate by MESC.
- c. Conduct the procurement in compliance with the Arizona State Procurement Code and the Arizona State Board of Education School District Procurement Rules (A.R.S. Title 41, Chapter 23 and A.A.C. R7-2-1001 *et seq*). MESC will seek contracts for a variety of materials, services, equipment, and/or construction to enable Members to be/remain in compliance with local, State, or Federal laws or rules, and that promote the overall efficiency, effectiveness and economy of public procurement.
- d. Indicate that all Members will be eligible participants in any solicitation intended for general use by MESC's Members. In addition, MESC may invite Members to participate in specific solicitations. Members indicating an interest in participating in such specific solicitations will be eligible to participate in the resulting contracts.
- e. Hold the Member harmless from any liability which may arise from MESC's action or inaction relating to this Agreement.

2. The Member shall:

- a. Insure that purchase orders issued against MESC contracts are processed in accordance with the processes and procedures established by MESC, and the terms and prices established in said contracts.
- b. Pay for materials, services or construction in accordance with the terms of the applicable MESC contract. Payment for, and inspection and acceptance of materials, services or construction ordered by the Member shall be the exclusive obligation of the ordering Member.
- c. Not use an MESC contract as a method for obtaining additional concessions or reduced prices for similar material or services.
- d. Be responsible for ordering of materials, services or construction under this Agreement. MESC shall not be liable in any fashion for any violation by the Member of this Agreement, and the Member shall hold MESC harmless from any liability, which may arise from action or inaction of the member relating to the Agreement or its subject matter.